

1983-1985 AGREEMENT

between

AVALON BOARD OF EDUCATION

and

AVALON EDUCATION ASSOCIATION

* September 1, 1983 - June 30, 1985

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PREAMBLE

This Agreement entered into this 6th day of July, 1983, by and between the Board of Education of the Borough of Avalon, Cape May County, New Jersey, hereinafter called the "Board" and Avalon Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Avalon School District is their primary aim, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified teachers, nurses, librarians and child study team members whether under contract, on leave, presently employed or employed during the duration of the agreement by the Board, but excluding the chief school administrator and occasional substitutes.

B. Definition of Teacher

Unless otherwise indicated, the term "Teachers", when used hereinafter in this Agreement, shall refer to all certified employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENTA. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin in accordance with PERC rules in the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated and approved by the Board and the Association shall apply to all teachers, be reduced to writing, be adopted by the Board, adopted by the Association, and signed by both parties.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher, group of teachers, or the Association, based upon the interpretation, application, or violations of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher, group of teachers, or the Association.

2. Aggrieved person

An "aggrieved person" is the person, persons, or the Association making the claim.

3. Days

The term "days" shall mean school days. School days shall include days when pupils are in attendance, and any other days on which teacher attendance is required.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers within the scope of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. An aggrieved person shall institute action under the provisions hereof within ten (10) days of the occurrence complained of, or within ten (10) days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) day period, shall be deemed to constitute an abandonment of the grievance.

2. An aggrieved person processing a grievance shall be assured freedom from restraint, interference coercion, discrimination or reprisal.

3. In the presentation of a grievance, the aggrieved person shall have the right to present his own appeal or to designate a representative or representatives to appear with him at any step in his appeal.

4. Whenever the aggrieved person appears with a representative or representatives, the Board shall have the right to designate a representative or representatives to participate at any stage of the grievance procedure.

D. Steps

1. An aggrieved person shall first discuss his grievance with the Chief School Administrator. The Chief School Administrator shall respond to said discussion within two (2) days.

2. If the subject is not resolved to the aggrieved person's satisfaction through Step 1, he will then submit his grievance to the Chief School Administrator within two (2) days, in writing, specifying:

- a. the nature of the grievance
- b. the basis of his dissatisfaction with the previous response
- c. remedies sought

A decision in writing shall be rendered by the Chief School Administrator within five (5) days of said discussion.

3. If the grievance is not resolved to the aggrieved person's satisfaction through Step 2, the aggrieved person shall submit his grievance to the Board of Education within five (5) days, in writing, specifying:

- a. the nature of the grievance
- b. the results of the previous discussions
- c. the basis of his dissatisfaction with the determination
- d. remedies sought

A copy of the writing called for above shall be furnished to the Chief School Administrator.

4. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Board shall hold a closed hearing at which all parties concerned shall have the right to be heard.

5. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Board shall, in writing, advise the aggrieved person and his representatives, if there are any, of their determination and shall forward a copy of said determination to the Chief School Administrator.

6. In the event the aggrieved person is dissatisfied with the determination of the Board, and if the Association feels that the grievance is meritorious, he shall have the right to request binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Public Laws 1974. At that time an arbitrator will be requested from PERC.

A request for binding arbitration shall be made no later than five (5) days following the determination by the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved person and the Board shall mutually agree upon a longer time period within which to assert such a demand.

The arbitrator shall limit himself to the issue submitted. The arbitrator cannot add to, subtract from, or modify this Agreement.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the Association, and each of the persons shall bear their own costs.

7. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE IV

TEACHER RIGHTSA. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that all certified teachers, nurses, librarians, and child study team members shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other legal activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers by this Agreement shall be deemed to be in addition to those provided by New Jersey School Laws or other applicable laws and regulations.

C. Just Cause Provision

No teacher shall be disciplined, reprimanded, reduced in compensation, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth, provided however that nothing herein will affect the rights of the Board as defined by law.

D. Required Meetings or Hearings

Whenever any teacher is required to appear before the Chief School Administrator, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary of any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be without pay.

However, this procedure shall not apply to a non-tenure teacher receiving notification of non-renewal of contract. Such non-tenure teacher shall be informed prior to the meeting that the subject for discussion will be the status of his contract renewal.

E. Evaluation of Students

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Avalon School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without approval of the teacher.

F. Criticism of Teachers

Any criticism by a supervisor, administrator, or Board member of a teacher's instructional methodology, classroom management and control, or professional responsibilities and competency, shall be made in confidence and not in the presence of students, parents, or other public gatherings. An individual teacher shall have the right to waive the protection provided in this section in his/her own behalf.

ARTICLE V

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIESA. Information

The Board agrees to furnish to the Association, in response to reasonable requests from time to time any information which is available to the public at large and which the Board is not legally prohibited from disseminating. This information will be supplied at no cost to the Association.

The minutes and agenda of the regular monthly Board meeting will be furnished to the Association.

B. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

C. Use of the School Building

The Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations. Meetings shall not be held during hours that children are in attendance.

D. Use of School Equipment

The Association shall pay for the cost of all materials and supplies used for organization business or any repairs directly resulting from their use of school facilities and equipment.

The Association shall be provided without cost to it, a file cabinet in the teachers' room.

E. Association Responsibilities

1. The Association shall be responsible for interpreting the provisions of this Agreement to its members.

2. The Association covenants and agrees that during the life of this Agreement, it will not engage in any work stoppages.

3. Nothing contained in this Agreement shall be construed to limit or restrict the Board or the Association in their rights to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages or both, in the event of a breach of contract by the Association, its members, or the Board.

4. The Board and the Association agree that in the event an impasse is reached during negotiations that both sides will follow the procedures articulated by PERC.

F. Released Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in mutually scheduled negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

G. Released Time for Faculty Representative

In the event that the Chief School Administrator requests a meeting with a representative or representatives of the Association to discuss implementation of or questions arising from this Agreement, released time will be provided to the aforementioned representative or representatives.

H. Reporting to the Board

Reporting to the Board through the Teachers' Association such conditions as in the opinion of the teachers, require rectification, together with a statement of the condition complained of and the recommendation of the teachers for the correction of said condition.

ARTICLE VI

TEACHERS' RESPONSIBILITIES

Teachers shall act under the supervision of and in cooperation with the Chief School Administrator. The classroom teacher, with the support, guidance and assistance of the Chief School Administrator and supplemental personnel shall be required to work toward the following aims:

- A. The instruction, guidance, discipline, and supervision of students assigned to their classes.
- B. Evaluation of the progress of students under their direction.
- C. The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by their Chief School Administrator.
- D. Maintaining professional competency and efficiency.
- E. Attendance at staff meetings called by the Chief School Administrator. Staff meetings held at the close of the school day shall not exceed one hour nor be called more frequently than once a week.
- F. Complying with all applicable rules, regulations and policies of the Board of Education pertaining to professional staff and which are included in the Administrative Manual. Any changes would be subject to negotiations.

ARTICLE VII

TEACHING HOURS AND TEACHING LOADA. In-School Work Year

1. Ten (10) month personnel

The in-school work year for teachers employed on a ten month basis shall not exceed 183 days.

2. Definition of in-school work year

The in-school work year shall include days when pupils are in attendance, and any other days on which teachers' attendance is required.

B. Lunch Periods

Teachers shall have a daily duty-free lunch period of same duration as student lunch period, but as close to 45 minutes as is possible.

C. In-School Work Day

The teacher in-school work day shall not exceed seven and one-quarter hours, which shall include a duty-free lunch period as guaranteed in this Agreement.

D. Field Trips

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. For participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, teachers shall be compensated at the per hour rate of 1/1000 of their annual contract salary.

E. School Closing

The last three days of school will be half sessions with pupils being dismissed at 1:00. Teachers shall be expected to work on end of the year duties until regular dismissal time.

F. Extra Pay for Extra Service

Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school work day shall be voluntary, and shall be compensated according to the rate of pay in Schedule C.

SCHEDULE C

Extra-Curricular Compensation

<u>Title of Activity</u>	<u>Compensation</u>
Student Council	\$300 - first year \$400 - second year \$500 - thereafter
School Dance Monitor	\$15 per hour

ARTICLE VIII

TEACHER EVALUATION

Teachers with tenure and with non-tenure status shall be evaluated by the established practice of the current Avalon evaluation policy. It is mutually understood and agreed that the established practice of evaluation policy is in accordance with New Jersey Administrative Code, Education Title 6, and may be revised according to the same during the life of this Agreement.

ARTICLE IX

SPECIALISTSA. Minimums

The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. Accordingly, the Board recognizes the following as specialists.

1. School Nurse
2. Physical Education Teacher
3. Supplemental Instructor
4. Supplemental Reading Teacher
5. Music Teacher
6. Librarian

The Board agrees to provide these specialists as the curriculum and student needs dictate.

B. Substitutes

Any position which involves a complete class and which is vacant because a teacher is temporarily absent shall be filled by a teacher who holds a standard substitute certificate or standard certificate.

ARTICLE X

TEACHER EMPLOYMENTA. Placement on Salary Schedule

1. Credit for experience

Teachers first employed in the Avalon System subsequent to the date of this agreement shall initially be given credit on the Salary Schedule for previous outside teaching in a duly accredited school in an amount which is entirely subject to negotiation between the Board and the individual teacher. This provision shall be called to the attention of any new teacher being hired in the Avalon System prior to final agreement on salary.

B. Notification of Vacancies

The school staff will be notified of any vacancy or new position for a certified person. The Chief School Administrator will notify the staff of these openings stating the qualifications, the duties and the rate of compensation. Teachers who desire to apply for such positions shall submit their applications in writing to the Chief School Administrator within the time limits specified in the notice. The Chief School Administrator will acknowledge, by form letter, the receipt of all such applications. Positions will not be filled on a permanent basis until the school staff has been duly notified of these openings.

C. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1st, and the teachers shall notify the Board of their intentions in regard to employment for the ensuing year no later than May 1st.

D. Notification

Upon employment, the Chief School Administrator shall report to the Association in writing the name, position assignment and prior experience of each new teacher.

E. Reinstatement of Teachers

In the event that a tenure teacher is released due to a decline in enrollment, said teacher, if available, shall be reinstated in compliance with State Statutes if a position is opened.

ARTICLE XI

SALARIES AND SALARY SCHEDULESA. Salary Schedule

In 1983-1984 each teacher currently employed in the Avalon School system shall be placed on the next consecutive step of the salary scale according to schedule "A".

In 1984-1985 each teacher currently employed in the Avalon School system shall be placed on the next consecutive step of the salary scale according to schedule "B".

B. Method of Payment

1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Exceptions

When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

3. Summer Pay Plan

Each teacher may individually elect to have ten (10%) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final day in June or according to a schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.

4. Final Pay

Each teacher who has so elected according to #3 shall receive his final pay on his last working day in June, provided Chief School Administrator's check off list is complete.

5. Optional Deduction

Each teacher may individually elect to have a specified amount of his monthly salary deducted automatically from his pay to be deposited into ABCO, the Public Employees Federal Credit Union. This specified amount shall not change during the course of the school year.

C. Longevity

A teacher who has reached step 13 on the salary scale and who has 10 years of service in the Avalon system shall receive a longevity payment of \$450.00 per year. Commencing with the 13th year, the teacher will receive an additional \$450.00 per year; at 15 years, an additional \$575.00; at 18 an additional \$575.00; at 21 an additional \$575.00; at 24 years an additional \$575.00 for a \$3,200.00 maximum after 24 years of service.

A teacher who is not eligible for longevity payments until the 13th year will receive the same dollar amount in the 13th year as a teacher who has received longevity payments before the 13th year.

SCHEDULE A

SALARY SCHEDULE FOR 1983-1984

<u>STEP</u>	<u>INDEX</u>	<u>1983-84</u>
13	1.64	24,518
12	1.58	23,621
11	1.52	22,724
10	1.46	21,827
9	1.40	20,930
8	1.34	20,033
7	1.28	19,136
6	1.23	18,389
5	1.18	17,641
4	1.13	16,894
3	1.08	16,146
2	1.04	15,548
1	1.00	14,950

Bachelors degree plus 9 credits receives \$360.00 over step.
 Bachelors degree plus 15 credits receives \$600.00 over step.
 Bachelors degree plus 20 credits receives \$800.00 over step.
 Bachelors degree plus 30 credits receives \$1,200.00 over step.

Masters degree receives \$1,400.00 over step.

Masters degree plus 9 credits receives \$1,760.00 over step.
 Masters degree plus 15 credits receives \$2,000.00 over step.
 Masters degree plus 20 credits receives \$2,200.00 over step.
 Masters degree plus 30 credits receives \$2,600.00 over step.

SCHEDULE B

SALARY SCHEDULE FOR 1984-1985

<u>STEP</u>	<u>INDEX</u>	<u>1984-85</u>
13	1.64	25,866
12	1.58	24,920
11	1.52	23,973
10	1.46	23,027
9	1.40	22,081
8	1.34	21,134
7	1.28	20,188
6	1.23	19,400
5	1.18	18,611
4	1.13	17,822
3	1.08	17,034
2	1.04	16,403
1	1.00	15,772

Bachelors degree plus 9 credits receives \$405.00 over step.
 Bachelors degree plus 15 credits receives \$675.00 over step.
 Bachelors degree plus 20 credits receives \$900.00 over step.
 Bachelors degree plus 30 credits receives \$1,350.00 over step.

Masters degree receives \$1,550.00 over step.

Masters degree plus 9 credits receives \$1,955.00 over step.
 Masters degree plus 15 credits receives \$2,225.00 over step.
 Masters degree plus 20 credits receives \$2,450.00 over step.
 Masters degree plus 30 credits receives \$2,900.00 over step.

ARTICLE XII

SICK LEAVEA. Accumulative

All teachers employed for a full school year shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day.

The total amount of said sick day entitlement (one point two days per month of employment) shall be available for utilization upon the first day of employment. An employee shall be granted one point two days of sick leave under this provision as long as he has worked at least one day during a month.

Unused sick leave days accumulated in the Avalon School system shall be accumulated from year to year with no maximum limit.

B. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

C. Credit Upon Retirement

Upon retirement a teacher shall be paid (100%) one hundred percent of the current substitute rate of pay for each accumulated day of sick leave providing the following criteria are met:

1. Eligible for a T.P.A.F. qualified retirement.
2. Sixty days advance notice of intent to retire unless the Board agrees to shorter notification.
3. Minimum of fifteen (15) years in the district.

D. Credit Upon Leaving System

Upon leaving the system after at least achieving tenure and working two (2) additional months in the system and accumulating forty (40) days or more of sick leave the teacher may elect to allow these sick days to remain in his account or to be paid fifty (50%) percent of the current substitute rate of pay for each accumulated day of sick leave. If the accumulation is less than forty (40) days these accumulated sick leave days must remain in his account.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCEA. Types of Leave

As of the beginning of the 1983-1984 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's Chief School Administrator or other immediate superior for personal leave shall be made at least one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

2. Death

Up to five (5) days at any one time in the event of death of a teacher's spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and any other member of the immediate household. In the event of the death of a teacher or student in the Avalon School District, the Chief School Administrator of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

3. Good Cause

Other leaves of absence with or without pay may be granted by the Board for good reason.

B. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XIV

SABBATICAL LEAVESA. Purpose

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system. Requests for sabbatical leave must be made in writing to the Board.

B. Conditions

Sabbatical leaves which are granted, shall be subject to the following conditions:

1. Number of teachers

The number of persons receiving sabbatical leaves in any year shall not exceed one (1) teacher.

2. Requests

Requests for sabbatical leave must be received by the Chief School Administrator in writing in such form as may be mutually agreed on by the Association and the Chief School Administrator, no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical is requested.

3. Minimum time to qualify

The teacher has completed at least seven (7) full school years of service in the Avalon School District.

4. Pay

A teacher on sabbatical leave (either for one-half($\frac{1}{2}$) of a school year or for a full school year) shall be paid by the Board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty if said leave is for study and at twenty-five (25%) percent if for travel or other reason.

5. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. The employee shall guarantee one (1) full year of employment upon return from sabbatical leave. Should such employee fail to return to the system upon completion of the sabbatical leave, he shall refund all compensation paid to him by the Board.

ARTICLE XV

EXTENDED LEAVES OF ABSENCEA. Child-bearing and Child-rearing Leave

The Board shall grant a child-bearing leave of up to one (1) year and a child-rearing leave of up to one (1) year to any teacher upon request subject to the following stipulations and limitations:

1. Child-bearing and/or child-rearing leave shall commence on the date requested by the teacher. The teacher will give a minimum of 30 days notice for such leave. At this time the teacher will also notify the Board of the date of her expected date of return to service. The date of return shall be either at the conclusion of the teacher's period of disability, in January or September or any other natural break time which the Board deems in keeping with the educational needs of the system.
2. Any teacher granted child-bearing leave according to the provisions of this section, may elect to utilize her accumulated sick leave during her period of disability.
3. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from a physician acceptable to the Board that she is medically able to continue teaching.
4. The Board, in accordance with NJSA 10:5-1 et. seq., the Constitutions of the State of New Jersey and of the United States shall not discriminate against any person.
5. Non-tenure teachers do not have a right to a child-rearing leave that extends beyond the length of their current contract.

B. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

C. Return from Leave

All benefits to which a teacher was entitled at the time his leave of absence commenced, including place on salary schedule, unused accumulated sick leave, and credits towards sabbatical eligibility shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

D. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XVI

INSURANCE PROTECTIONA. Full Health-Care Coverage

The Board agrees to continue full family medical and surgical benefits as is now in practice.

B. Complete Annual Coverage

For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

C. Full Dental-Care Coverage

The Board agrees to continue full family dental care benefits as is now in practice.

D. Prescription Drug Plan

Effective September 1, 1983, the Board will contribute a sum not to exceed two thousand three hundred fifty dollars (\$2,350) annually toward the cost of a prescription drug plan.

Effective September 1, 1984, the Board will contribute a sum not to exceed two thousand six hundred fifty dollars (\$2,650) annually toward the cost of a prescription drug plan.

E. State Temporary Disability Insurance Plan

Effective January 1, 1982, the Board will contribute to the State Temporary Disability Insurance Plan.

ARTICLE XVII

MISCELLANEOUS PROVISIONSA. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions or application shall continue in full force and effect.

D. Printing Agreement

Copies of this Agreement shall be reproduced, after Agreement between the Board and the Association on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed.

E. Tuition Costs

The Board shall pay for the tuition or direct cost of courses successfully completed by teachers provided said course or courses contribute to teachers' ability or competence in the Avalon system. The course should be approved in advance by the Chief School Administrator, and requests shall be answered with a written response. A part time teacher shall be reimbursed on the same pro-rated basis as his salary is calculated.

F. Teachers' Room

The Board shall provide air conditioning in the teachers' room.

G. Special Clothing

The Board will provide all-purpose smocks for teachers teaching art, home economics, laboratory science and vocational and industrial arts courses, or any other appropriate activities.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1983 and shall continue in full force and effect until June 30, 1985.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

AVALON EDUCATION ASSOCIATION

By David F. Jones
Its President

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